

This directive was reviewed and certified as current and necessary by Susan J. Grant, Director, Office of Management, Budget and Evaluation/Chief Financial Officer, 1-14-05.

SUBJECT: PAY AND LEAVE ADMINISTRATION AND HOURS OF DUTY

1. OBJECTIVES. To establish requirements and responsibilities for the management of pay, including overtime pay and compensatory time, leave administration, and hours of duty. This directive should be read in conjunction with applicable laws and regulations, and applicable provisions of local collective bargaining agreements.
2. CANCELLATION. DOE O 322.1A, *Pay and Leave Administration and Hours of Duty*, dated 5-8-98. Cancellation of an Order does not, by itself, modify or otherwise affect any contractual obligation to comply with the Order.

3. APPLICABILITY.

- a. Primary Department of Energy (DOE) Organizations, Including National Nuclear Security Administration (NNSA) Organizations. Except for the exclusions in paragraph 3c, this Order applies to all Primary DOE Organizations listed in Attachment 1. This Order automatically applies to Primary DOE Organizations created after it is issued.

The Administrator of NNSA shall assure that NNSA employees and contractors comply with their respective responsibilities under this Order.

- b. Site/Facility Management Contractors. This Order does not apply to contractors, experts, and consultants.
- c. Exclusions.

(1) Except for the following, the provisions of this Order do not apply to Presidential appointees, Senior Executive Service (SES) employees, senior level (ST and SL) employees, and equivalent levels in the excepted service (EJ, EK, and EN) appointments:

- 4b regarding leave and absence;
- 4c regarding hours of duty;
- 5a regarding critical pay positions;
- 5g(1) regarding recruitment and relocation bonuses, retention allowances, repayment of student loans (only Schedule C appointees), and physicians' comparability allowances;

- 5g(4) regarding restoration of annual leave;
 - 5g(5) regarding professional liability insurance;
 - 5g(6) regarding payment of travel and transportation expenses as part of the recruitment process;
 - 5g(7) regarding service agreements associated with financial incentives;
 - 5g(8) regarding payment of expenses for professional credentials; and
 - 5g(9) regarding health benefits for reservists.
- (2) The pay provisions do not apply to employees whose compensation is negotiated in accordance with Section 9(b) of Public Law 92-392.
- (3) The Bonneville Power Administration (BPA), pursuant to Delegation Order 00-033.00A, may exempt itself from the requirements of this Order. However, it will adhere to the requirements of laws and regulations cited in paragraph 6, References, and be subject to DOE oversight regarding compliance with those laws and regulations.

4. REQUIREMENTS.

- a. Pay Administration. Personnel actions will be processed to give the employee the maximum pay benefit.
- (1) Highest Previous Rate. Its use is discretionary but must be based on one or more of the following considerations.
- (a) Degree of similarity between the duties and responsibilities of the previous and current positions.
 - (b) Recency of experience upon which the rate is based.
 - (c) Rates of pay of other employees with similar qualifications and in similar positions in the organization.
 - (d) Need to ease recruitment and retention problems.
 - (e) With respect to a voluntary change to lower grade, likelihood of future promotion and probable date of such promotion.
- (2) Step Increases. If a quality step increase (QSI) is granted effective the same date as a within-grade step increase, the within-grade step increase must be processed first.

- (3) Overtime.
 - (a) Overtime will be ordered and approved [or permitted for Fair Labor Standards Act (FLSA) nonexempt employees] only when essential work cannot be accomplished during an employee's normal work hours by careful planning of work and scheduling of leave and other absences.
 - (b) Overtime for exempt employees must be authorized and approved in advance in writing.
 - (c) Supervisors must verify that overtime is worked.
- (4) Compensatory Time. (This is one form of compensation for overtime.)
 - (a) When requested and permitted under applicable laws and regulations, compensatory time off will be approved for exempt and nonexempt employees in lieu of payment for irregular or occasional overtime worked to the maximum extent possible.
 - (b) Compensatory time shall be taken before annual leave is scheduled, unless "use or lose" annual leave is available.
 - (c) Accrued time is to be used within 26 pay periods from the date earned to avoid payment of overtime at the end of the 26th pay period at the rate at the time that it was earned.
 - (d) When employees do not work sufficient compensatory time to make up for the time away from work for religious observances in accordance with Title 5 Code of Federal Regulations (CFR) Section 550.1001(c), the time remaining must be charged to annual leave or leave without pay (LWOP) at the end of the 26th pay period following the absence.

b. Leave Administration.

- (1) Absence Without Leave (AWOL). Unapproved employee absences must be recorded as AWOLs. When employees fail to request and obtain approval for appropriate leave on a timely basis, certifying officials must record the absences as AWOLs. A recorded AWOL may be changed at a later date if the certifying official approves the absence as a type of paid leave or LWOP.
- (2) Annual Leave. Annual leave shall not be—
 - (a) advanced from a future leave year; however, annual leave that is projected to be earned during the current leave year will be made

available even though it creates a negative leave balance during the leave year;

- (b) substituted retroactively for sick leave; or
- (c) approved immediately prior to separation (also called terminal leave), except when exigencies of the service require such action.

(3) Court Leave.

- (a) DOE will support the judicial process to the maximum extent possible by making its employees available for—
 - 1 jury service or
 - 2 as witnesses when one party in the proceeding is either the United States, the District of Columbia, or a State or local government.
- (b) Employees who are excused by a court so that 2 or more work hours are available in the work day must return to duty or request annual leave, unless returning to duty creates a hardship.

(4) Excused Absence (Administrative Leave).

- (a) Excused absence, which is also referred to as administrative leave, is intended to be used for brief periods of time without charge to leave or loss of pay. At management's discretion, an employee may be excused for extended periods when the absence is in the best interest of DOE or the Federal Government or when it would be inequitable to charge leave.
- (b) When the Department is paying to relocate an employee, including a temporary or permanent change of station move or detail outside the local commuting area, or to move a new hire to an initial duty station, current and newly hired employees may be excused up to 3 work days when they are unavoidably detained while awaiting or arranging the transportation of household goods or for other activities necessary for the move, including getting settled in a new location. This situation is also referred to as "transient leave."
- (c) An employee may be excused up to 10 days for a house-hunting trip, including travel time.
- (d) An employee may be excused for career transition services, including travel time (see Chapter VI of DOE O 320.1, *Acquiring and Positioning Human Resources*, dated 9-6-02).

- (e) An employee may take up to 4 hours of excused absence each leave year for health screenings.
 - (f) An employee returning from active duty with the reserves or National Guard in the Global War on Terrorism may take 5 days (40 hours) of excused absence before reporting for duty.
- (5) Family and Medical Leave. Coverage of a family member under 5 CFR Part 630, Subpart L, Family and Medical Leave, is expanded to be consistent with the definition of a family member in 5 CFR 630.201, which is used for other leave sharing programs.
- (6) Leave Without Pay.
- (a) LWOP must be documented via an Office of Personnel Management (OPM) Standard Form (SF) 50, “Notification of Personnel Action,” when the LWOP period exceeds 30 calendar days, unless the LWOP is to perform military duty, in which case an SF 50 is needed to document the entire period covered for military duty.
 - (b) As a minimum, LWOP will be granted when—
 - 1 a disabled veteran needs medical treatment;
 - 2 a member of the military reserves or National Guard has been ordered to active or inactive duty for training;
 - 3 an injured employee elects to use LWOP under the Federal Employees Compensation Act;
 - 4 a disability retirement application is pending approval and the employee/applicant has no accumulated leave;
 - 5 an employee needing to retain cooperative education status returns to school between periods of employment with DOE;
 - 6 an employee represents a recognized labor organization; however, such LWOP must not exceed 104 weeks in any 5-year period; or
 - 7 an employee has been approved for up to 12 weeks of LWOP under the Family and Medical Leave Act.
 - (c) LWOP may be granted when the value to DOE or the needs of the employee are sufficient to offset the costs and administrative

inconvenience that may result and when one of the following benefits is expected:

- 1 protection or improvement of the employee's health;
- 2 increase in the employee's knowledge, skills, and/or abilities that will benefit DOE;
- 3 retention of an employee with a critical skill or in a shortage Category occupation; or
- 4 furtherance of a program of interest to the Federal Government.

(d) Periods of paid leave and LWOP shall not be alternated to obtain the benefit of pay for a holiday unless the employee is in a pay status for the workday immediately before or after the holiday.

(7) Leave Transfer Program. Limits on the amount of leave that an employee may donate in accordance with 5 CFR 630.908 may be waived if, at the time the donation is received by the payroll office, the recipient has an insufficient amount of leave available from other sources to cover the absence of at least one pay period and acceptance of the donation is necessary to avoid a period of LWOP. Each waiver of a limit of donated leave must be documented by the payroll office.

(8) Sick Leave. A medical certificate is required to approve (advance) sick leave in excess of 3 work days when sufficient sick leave is not available to cover the leave period.

c. Hours of Duty.

(1) The DOE administrative workweek will begin at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday.

(2) The tour of duty for part-time employees may not be changed solely to grant or deny a holiday unless the change is needed to accommodate or balance holidays for employees in job-sharing situations.

(3) Tours of duty for employees assigned to full-time training will be considered to be 40 hours per week, unless other specific hours are more beneficial to the Department.

(4) The temporary closing of a DOE office in a location where there is a functioning Federal Executive Board will be in accordance with procedures developed jointly by the board's participating agencies. In other locations, such closing shall be coordinated with local authorities and nearby Federal agencies or Federal Executive Associations.

- (5) Travel to and from an employee's designated alternative workplace (e.g., the employee's home or a satellite office) to conduct DOE business during an authorized work schedule is included in an employee's hours of duty for that day.

5. RESPONSIBILITIES.

- a. Office of the Secretary. Requests approval from OPM and Office of Management and Budget (OMB) for designation of critical pay positions.
- b. Administrator, National Nuclear Security Administration/Director, Office of Management, Budget and Evaluation.
 - (1) Establishes the basic workweek for NNSA/non-NNSA Headquarters employees, respectively.
 - (2) Authorizes the use of alternative work schedules for Headquarters employees.
 - (3) Determines administrative dismissals of Headquarters employees.
- c. Administrator, National Nuclear Security Administration/Director, Office of Human Resources Management.
 - (1) Develops NNSA/Departmental policy and requirements, respectively, for pay administration, leave administration, and hours of duty.
 - (2) Except for continuous shift operations, establishes tours of duty (other than alternative work schedules) which deviate from 5 CFR 610.121 and 610.122.
 - (3) Approves premium pay authorized on an annual basis, such as Administratively Uncontrollable Overtime (AUO) pay, unless delegated to a specific Head of a Departmental element.
- d. Chief, Human Capital Officer/Director, Office of Human Resources Management.
 - (1) Certifies special rate authorizations to OPM.
 - (2) Approves waivers of dual compensation reductions when delegated by OPM for specific occupations; otherwise, recommends approval of such waivers by OPM.
 - (3) Recommends approval by OPM of waivers of repayment of voluntary separation incentive payments.
 - (4) Prepares the Department's student loan repayment program and physicians' comparability allowance "plans" (see Chapters I and II,

respectively) and reports on the use of them to OPM and OMB, respectively.

- (5) Periodically evaluates the programs covered by this Order.
- (6) Maintains the Department's Corporate Human Resources Information System, the official system of personnel and training records for the Department, which provides the accurate information required for the compensation of employees and through which employees can obtain their leave and earnings statements and make changes to payroll deductions.

e. Chief Financial Officer.

- (1) Coordinates all pay issues with the Department's designated payroll service provider.
- (2) Maintains records that identify the officials authorized to approve pay and leave.
- (3) Provides pay and leave information to supervisors and the public.

f. Payroll Service Provider.

- (1) Pays employees based on documented authorizations.
- (2) Maintains records that support each payment and leave usage.
- (3) Provides pay and leave information electronically to employees.

g. Heads of Departmental Elements.

- (1) With the concurrence of the applicable servicing human resources staffs, approve—
 - basic rates (steps) of pay, including rates above the minimum rate, which are referred to as superior qualifications appointments or "advanced in-hires," and advances in pay;
 - overtime, including compensatory time;
 - premium pay, other than on an annual basis;
 - recruitment and relocation bonuses;
 - retention allowances;
 - repayment of student loans;
 - physicians' comparability allowances;
 - optional grade and pay retention; and
 - QSIs.

- (2) Establish procedures to ensure overtime, including compensatory time, and other premium pay are controlled in a cost-effective manner, including designating officials who are authorized to approve overtime.
- (3) Approve the use of all types of leave, including LWOP.
- (4) Determine that an exigency of public business exists for restoration of annual leave purposes and approve restored leave.
- (5) Approve payment for professional liability insurance for qualified employees.
- (6) Approve payment of travel and transportation expenses for new appointees and interviews of prospective employees.
- (7) Approve service agreements involving financial incentives in conjunction with the servicing human resources, finance, and, if applicable, travel and transportation staffs.
- (8) Approve payment of expenses for professional credentials for employees other than those on a Schedule C, noncareer SES, or Presidential appointment.
- (9) Approve requests from eligible employees who are reservists to pay, up to 18 months, both the employee and Government health benefit contributions (and any additional administrative expenses related to health care coverage) when such employees are not in a paid leave status.

h. Heads of Departmental Elements With Delegated Personnel Authority.

- (1) Establish the basic workweek and authorize the use of alternative work schedules.
- (2) Determine administrative dismissals of employees.
- (3) Determine the minimal charge for time (in 15-minute increments up to a maximum of 1 hour).
- (4) Establish, implement, and/or maintain local plans for recruitment and retention incentives in accordance with the applicable sections of 5 CFR.

6. REFERENCES.

- a. Title 5, United States Code, Chapters 53 (Pay Rates and Systems); 55 (Pay Administration); 61 (Hours of Work); and 63 (Leave).
- b. Title 5 CFR Parts 530 (Pay Rates and Systems); 531 (Pay Under the General Schedule); 532 (Prevailing Rate Systems); 534 (Pay Under Other Systems);

536 (Grade and Pay Retention); 537 (Repayment of Student Loans); 550 [Pay Administration (General)]; 551 (Pay Administration Under the Fair Labor Standards Act); 553 (Reemployment of Military and Civilian Retirees to Meet Exceptional Needs); 572 (Travel and Transportation Expenses; New Appointees and Interviews); 575 (Recruitment and Relocation Bonuses; Retention Allowances; Supervisory Differentials); 576 (Waiver of Repayment of Voluntary Separation Incentive payments); 591 (Allowances and Differentials); 595 (Physicians' Comparability Allowances); 610 (Hours of Duty); and 630 (Absence and Leave).

c. DOE O 320.1, *Acquiring and Positioning Human Resources*.

7. CONTACT. Questions concerning this Order should be addressed to the Office of Human Capital Management Strategic Planning and Vision at 202-586-8503.

BY ORDER OF THE SECRETARY OF ENERGY:



KYLE E. McSLARROW
Deputy Secretary

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APPENDIX A. PHYSICIANS’ COMPARABILITY ALLOWANCE
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ATTACHMENT 1. DOE ORGANIZATIONS TO WHICH DOE O 322.1B
 IS APPLICABLE

CHAPTER I. STUDENT LOAN REPAYMENT PLAN

1. INTRODUCTION. The following requirements, procedures, and responsibilities implement the final regulations of the Office of Personnel Management (OPM), 5 CFR Part 537, as authorized by 5 U.S.C. Section 5379, *et seq*, as amended by Public Law (P.L.) 106-398. OPM's regulations authorize an Agency to establish a program under which the Agency may agree to repay all or part of outstanding federally insured student loans to recruit or retain highly qualified employees.
2. REQUIREMENTS.
 - a. Eligibility.
 - (1) Types of Loans. Repayment is authorized for student loans made, insured, or guaranteed under Parts B, D, or E of Title IV of the Higher Education Act of 1965 or a health education assistance loan made or insured under Part A of Title VII or Part E of Title VIII of the Public Health Service. Such loans include subsidized, unsubsidized, Direct subsidized, and Direct unsubsidized Federal Stafford Loans; Federal and Direct Federal Plus Loans; Direct subsidized, Direct unsubsidized, and Federal Consolidation Loans; Defense Loans; National Direct Student Loans; Perkins Loans; Nursing Student Loan Program loans; Health Profession Student Loan Program loans; and Health Education Assistance Loan Program loans. These are federally insured loans made by educational institutions or banks and other private lenders.
 - (2) Employees. Employees eligible to benefit from this incentive are those covered under General Schedule (GS) and other-than-GS pay rates (e.g., those in pay bands), except those excepted service employees appointed under the Schedule C authority, in all positions and who are appointed on a permanent appointment, on an appointment that will lead to conversion to a term or permanent appointment (including Career Interns and Presidential Interns) with a duration of at least 3 years, or on a term appointment with a duration of at least 3 years.
 - b. Criteria for Selecting Candidates for Repayment Benefits. When selecting candidates for loan repayment benefits, an approving official must adhere to merit system principles and take into consideration the need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are appropriately represented in Government service. In addition, each approving official should consider the following factors:
 - (1) past problems or other information regarding recruiting highly qualified candidates in similar occupations;
 - (2) labor market conditions that may be affecting current recruitment efforts;

- (3) any special qualifications, skills, or education needed for the subject position;
 - (4) if a candidate is employed (in DOE or elsewhere), demonstrated proficiency in performing the tasks and functions required by the subject position;
 - (5) the appropriateness of this incentive in lieu of or in addition to other incentives (e.g., recruitment bonuses or retention allowances);
 - (6) the candidate's grade point average, if attending school;
 - (7) the availability of funds; and
 - (8) for current employees, the cost to the Department of training already given the candidate compared to what would be needed by a new employee if he/she did not possess the skills needed.
- c. Repayment Amounts. The maximum amount that may be paid is \$10,000 per employee per calendar **year**, and a total of \$60,000 per employee.
- d. Size of Payments.
- (1) 5 CFR 537.106(c) states that: "In determining the size of the loan payments, an Agency should take into consideration the employee's value to the Agency, and how far in advance the Agency can commit funds. If budgetary considerations are an issue, Agencies have the discretion to determine the repayment benefit amount given to an employee each year." The regulations thus allow for differences in the size of the loan payments among eligible employees based on a consideration of their relative value to the Departmental element and how far in advance the Departmental element can commit funds.
 - (2) If a Departmental element decides to award a greater student loan repayment benefit to one employee than another, the authorizing official of the Departmental element must include in his/her written determination, required by 5 CFR 537.105(a), all facts demonstrating that such difference in treatment is fair and equitable in light of the standards of 5 CFR 537.106(c).
- e. Service Agreements. Student Loan Repayment Program recipients must sign written service agreements that require them to complete, at a minimum, a 3-year period of employment with the Departmental element regardless of the amount of loan repayment authorized. Appendix A to this chapter, hereby incorporated in this plan, is the required service agreement, which includes all OPM and DOE substantive provisions. Departmental elements may extend or renew payments to lending institutions after the 3-year period has ended without requiring new service agreements.

Preparation and implementation of service agreements require the following procedures.

- (1) The period of service will begin on the first day of the pay period for which the initial loan payment is to be disbursed. Disbursements will normally be made 12 days after the end of a pay period.
- (2) The Departmental element will verify with each lender/note holder that the employee has one or more outstanding student loans (hereinafter "loans") eligible for repayment under this plan and the amount of the outstanding balances; the element and lender/note holder must then reach agreement on the terms of the DOE payments. Departmental elements will verify remaining balances to ensure that loans are not in arrears or default or overpaid. At least annually thereafter, Departmental elements will determine the status of loans to make sure that they are not in arrears or default. Departmental elements will also annually review and recertify that funds are available for loan payments.
- (3) Loan payments are made directly to the lender/note holder, rather than to the employee, by the servicing payroll office as an allotment. If multiple loans are being repaid on behalf of a single employee, the payroll office will be informed of the amount to be paid for each loan.
- (4) The lender/note holder will be informed that payment is on behalf of the employee with appropriate identifying information, such as name, social security number, loan number, etc.
- (5) Subject to the lender's/note holder's approval, loan payments will be made as a lump sum amount during the first pay period that the service agreement is effective and annually thereafter, in which case the taxes will be deducted from the gross loan amount and a net payment made.
- (6) Recipients of loan repayments must maintain satisfactory performance (i.e., a performance rating of "fully successful" or the equivalent) in accordance with the Departmental element's performance management plan.
- (7) Service agreements between individual recipients and approving officials in one Departmental element are not binding on another Departmental element. Right to placement as a surplus and/or displaced employee under the Career Transition and Assistance Program does not grant an affected employee loan repayment by the gaining Departmental element. However, if an employee is reassigned to another Departmental element as a management directed action, the gaining element will assume full responsibility for the service agreement.

- f. Justification. Use of loan repayment authority under this plan must be based on a detailed written determination by an approving official in accordance with 5 CFR 537.105. The regulation requires confirmation that if the element did not offer loan repayment benefits, it would encounter difficulty either in filling a specific position with a highly qualified candidate or retaining a highly qualified employee in that position. This authority should be used on a case-by-case basis.
- g. Procedures for Handling Indebtedness. Indebtedness created under this program will be processed like any other employee indebtedness. Waivers of indebtedness under this program will be reviewed consistent with delegations to approve waivers of financial obligations by local and Departmental finance offices.
- h. Reports. Because DOE must provide information on its use of this incentive for OPM's annual report to Congress, Departmental elements will provide information requested for DOE's report.
- i. Records System and Storage. The associated financial records are included in DOE's Privacy Act records system (DOE-13, Payroll and Leave Records); original service agreements will be stored on the left side of the employee's Official Personnel Folder and included in the OPM/GOVT-1, General Personnel Records system.

3. RESPONSIBILITIES.

- a. Director, Office of Human Resources Management, and Administrator, National Nuclear Security Administration. Develop the DOE plan and ensure that Departmental elements use this authority appropriately.
- b. Heads of Departmental Elements. These managers are delegated the authority to approve repayment of student loans. This authority may be redelegated to subordinate officials consistent with existing authority to approve recruitment and relocation bonuses and retention allowances.
- c. Recipient Employees. The recipient employees will be responsible for—
 - (1) making loan payments on the portion of the loans that continues to be their responsibility, as loan repayments by DOE do not exempt employees from their responsibilities and/or liabilities for any loans taken out, and
 - (2) any tax obligations resulting from loan repayment benefits.

APPENDIX A. STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

1. Introduction

This Student Loan Repayment Program service agreement is an employment agreement between the Department of Energy (DOE) and (employee's name) (hereinafter referred to as “you” or “your”) for the purpose of specifying conditions under which you agree to work as a Federal employee at DOE’s (Departmental element) in return for (Departmental element's) repaying part or all of your outstanding student loan(s) through loan payments to the lender(s). This agreement will continue in effect until the terms and conditions have been satisfied or funding is no longer available.

2. Period of Service

You are required to serve (number of years; minimum of 3 years) , beginning (date , i.e., either the first day of the applicable pay period for which the initial loan payment is to be disbursed by the servicing payroll provider following signing of the service agreement; the date that the employee enters on duty (EOD); the date the employee returns to duty from school; or at any time after EOD) and ending (date) .

3. Loan Payments

- a. The amount of the applicable outstanding student loan balance(s) as of (date) is \$ (amount) . The amount of student loan payments that DOE will make on your behalf under this service agreement is \$ (maximum \$10,000) per **calendar** year, and a total amount of \$ (maximum \$60,000) over (no.) years subject to annual reviews and recertification by the (Departmental element) to ensure that funds are available and to determine the status of the subject student loan(s).
- b. Payments by DOE under this service agreement do not exempt you from your responsibility and/or liability for any loan(s) for which you are obligated, as DOE is not obligated to the lender/note holder for its commitment to you. You are still responsible for the entire loan balance(s), including any amount not paid by DOE, and any late fees associated with the timing of the DOE loan payments. Further, you will also be responsible for any tax obligations resulting from the loan payment benefits made pursuant to this agreement.
- c. Loan payments by DOE hereunder will be made through the payroll disbursement process directly to the lender/note holder. Payments will be made approximately 25 days after the period of service under this agreement begins (12 days after the end of the pay period). The loan payments made on your behalf are treated as wages that are subject to income, social security, and Medicare taxes being withheld. The amount of the loan payments to each lender may be reduced by mandatory and voluntary deductions, including tax levies and garnishments.

DOE's payments will be made as a lump sum payment of \$ (amount), paid annually for (no.) years; taxes related to each payment will be deducted from that amount and a net payment made.

4. Conditions

- a. During the term of this agreement, you agree that the (Departmental element) is authorized to verify the status of each loan, including any obligation that you have; and to discuss the terms and amount of the outstanding obligation(s) with each lender/note holder. You agree to provide DOE with the information about each loan, such as the lender/note holder's name, address, phone number, bank routing number, etc., your identifying information, including social security number, and your payment obligation, i.e., the amount due and the time period that the loan is to be paid. You hereby represent that the payment benefits which are the subject of this service agreement will apply only to your student loan indebtedness outstanding as of the date that this service agreement is executed by you and (Departmental element).
- b. If DOE's payments hereunder cover only a part of your repayment obligation(s) under the subject student loan(s), and if you are in arrears or default on your own loan repayment obligation(s), then DOE will determine the appropriate course of action at that time. DOE will consider such remedies as paying the amount in arrears or default and extending the period of service if appropriate, renegotiating the terms of the loan repayment schedule, and terminating future DOE payments. If payments are terminated under this paragraph, the minimum period of service—3 years—must be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, for the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service under this service agreement have already been completed, then any remaining service obligation under this paragraph will be terminated.
- c. DOE reserves the right to terminate this agreement early in the event that funding is no longer available after the first fiscal year. If payments are terminated under this paragraph, the minimum period of service, 3 years, must nevertheless be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service have already been completed under this service agreement, then any remaining service obligation will be terminated at the end of the fiscal year in which the funding will expire. You will be notified at least 90 days prior to termination to allow you time to make other arrangements.
- d. You are required to maintain at least a fully successful or equivalent performance rating and applicable security clearance (access authorization) for the duration of this service agreement. If your performance rating falls below that level, if your security clearance is revoked, or if you are separated involuntarily on account of

misconduct, then the loan payments will be terminated immediately and you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement.

- e. If you fail to complete the period of service hereunder because you voluntarily separate from DOE for any reason, the loan payments will be terminated immediately; and, further, you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement. However, if you separate from DOE in order to accept employment in another Agency and that Agency agrees to reimburse DOE for the loan payments it made on your behalf, or if you are separated involuntarily for reasons other than those set out in the immediately preceding paragraph, you will no longer be considered indebted to DOE. If you complete the period of service hereunder and then voluntarily separate from DOE, you will be ineligible for continued loan payments and DOE will immediately terminate any remaining loan payments, but you will have no reimbursement obligation to DOE.
- f. If you apply and are selected for a position in a DOE element other than the Departmental element that entered into this agreement, DOE's policy is that the gaining Departmental element is not required to assume the loan repayment obligation hereunder, but you must complete any remaining period of service to satisfy the minimum 3-year period required by law to avoid being obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement. Accordingly, your right to placement as a surplus, displaced, or "at risk" employee under the Career Transition and Assistance Program does not grant you loan repayment by the gaining Departmental element. However, if you are reassigned to another Departmental element as a management directed action or as a result of a transfer of function, the gaining Departmental element will assume full responsibility for this agreement.
- g. If this service agreement pertains to a student loan for courses that you are taking while employed at DOE, then you must maintain a grade point average (GPA) of at least (no.) each term at all times during this service agreement. In the event that the GPA drops below (no.) , DOE will determine whether future payments should be terminated. If payments are terminated under this paragraph, the minimum period of service, 3 years, must be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service under this service agreement have already been completed, then any remaining service obligation will be terminated. So long as this service agreement is in effect, following each term of the school you are attending you are to provide your Departmental element with a copy of your

CHAPTER II. PHYSICIANS' COMPARABILITY ALLOWANCE PLAN

The following applies only to those DOE elements with Federal employees who are medical officers.

1. CATEGORIES OF POSITIONS. The following categories are established in accordance with 5 CFR 595.103 and serve as a basis for determining which position(s) will be granted the physicians' comparability allowance (PCA).
 - a. Category I—Clinical. Positions primarily involving the practice of medicine or direct service to patients, including the performance of diagnostic, preventive, or therapeutic services in occupational medical clinics.
 - b. Category II—Research. Positions primarily involving the conduct of medical research and experimental work, including the conduct of medical work pertaining to food, drugs, cosmetics, and devices (or the review or evaluation of such medical research and experimental work), or the identification of causes or sources of disease or disease outbreaks.
 - c. Category III—Occupational Medicine. Positions primarily involving the evaluation of physical fitness; the initial treatment of on-the-job illness or injury; and/or the performance of preemployment examinations, preventive health screenings, and/or fitness for duty examinations. Established subcategories are as follows.
 - (1) General. Positions that—
 - (a) are located in occupational medical clinics and primarily involve fitness for duty examinations, preemployment examinations, and preventive health activities;
 - (b) involve a combination of Category III, Subcategories (2) and (3), of this Section in which no one subCategory is predominant; and/or
 - (c) do not fall in either subCategory (2) or (3) of Category III.
 - (2) Risk Assessment and Communication. Positions that primarily involve assessments of the risks of exposure to hazards and/or inform employees about the hazards and prevention techniques needed.
 - (3) Medical Surveillance. Positions that primarily involve the use of epidemiological principles or procedures to track employees who have been exposed to hazardous conditions to determine the impact that such exposure has had on their health.

- d. Category IV—Administration of Health and Medical Programs. Positions that primarily involve the administration of medical programs and development of new medical programs where medical knowledge and expertise are a prerequisite to the management of the program. These positions may manage an operational medical program or staff function.

2. ELIGIBILITY.

- a. Category/Subcategory. Category III, SubCategory 3, Medical Surveillance, is the only Category for which the PCA is authorized.
- b. Board Certification. Medical officers must be certified in occupational medicine by the American College of Preventive Medicine (i.e., board certified) to be eligible for the PCA. Board certification does not entitle the physician to any additional monetary incentive.

3. AMOUNT OF ALLOWANCE (PCA).

- a. Consistent with the use of recruitment bonuses and retention allowances for other positions, the amount of the PCA must be the minimum amount needed to hire or retain a highly qualified medical officer, but will not exceed—
 - (1) up to \$14,000 per year for a physician with 24 months or less Federal service,
 - (2) up to \$24,000 per year for a physician with 36 months or more Federal service, and
 - (3) up to \$30,000 per year for a physician with more than 60 months Federal service.
- b. In determining the amount of the PCA, the following factors will be considered for physicians in the occupational medicine profession:
 - (1) comparable compensation, including earnings and benefits;
 - (2) responsibilities;
 - (3) expenses;
 - (4) workload; and
 - (5) conditions of employment.

4. FUNDING. Payment of the PCA is subject to the availability of funds.

5. DOCUMENTATION.

- a. Justification. A narrative justification will be prepared which explains the basis for the amount of the PCA. A copy of the justification must accompany any applicable personnel action and be filed in the employee's Official Personnel Folder (OPF).
- b. Service Agreement. A service agreement (Appendix A to this chapter) must be prepared and signed before the PCA may be paid. An active service agreement with a service obligation must always be in effect.
- c. Personnel Action. The applicable Notification of Personnel Action, SF-50, must contain the amount of the PCA in the block(s) for "Other Pay."

APPENDIX A. PHYSICIANS' COMPARABILITY ALLOWANCE SERVICE AGREEMENT

1. Introduction

This service agreement is an employment agreement between the Department of Energy (DOE) and _____ (*employee's name*) (hereinafter referred to as "you" or "your") for the purpose of specifying the conditions under which you agree to work as a medical officer in the specialty field of _____ (*Occupational Health (Medical Surveillance)*) at DOE's _____ (*Departmental element*) as a Federal employee in return for DOE's paying an annual allowance (hereinafter referred to as "PCA").

2. Period of Service

You are required to serve _____ (*number of years; minimum 1 year*), beginning _____ (*date; i.e., the first day of the applicable pay period for which PCA will be paid following signing of the service agreement; the date that the employee enters on duty (EOD); or the date that the employee returns to duty*) and ending _____ (*date*).

3. Amount of PCA

The amount that will be paid to you is \$ _____ (*maximum amounts: \$14,000 for 24 months or less Federal service; \$24,000 with 36 months or more Federal service; \$30,000 for more than 60 months Federal service*) per year, payable in biweekly amounts, based on your having _____ (*number*) months of Federal service employment to date.

4. Conditions

- a. DOE reserves the right to terminate this agreement early in the event that funding is no longer available after the first fiscal year or if the Office of Management and Budget (OMB) does not authorize DOE to utilize the PCA incentive. If payments are terminated under this paragraph, then any remaining service obligation will be terminated at the end of the fiscal year in which the funding will expire. You will be notified at least 90 days prior to termination.
- b. You are required to maintain at least a fully successful or equivalent performance rating and applicable security clearance (access authorization) for the duration of this service agreement. If your performance rating falls below that level, or if your security clearance is revoked, or if you are separated involuntarily on account of misconduct, then the allowance will be terminated immediately and you will be obligated to reimburse DOE, under DOE's debt collection procedures, as follows:
 - (1) if your service obligation is for one year and you do not complete that obligation, then the full amount of PCA paid to you during that period of time must be refunded.

- (2) if you complete more than one year of service, but do not complete the full period of service stipulated in this agreement, then the amount paid to you over the 26 weeks immediately prior to terminating your allowance must be refunded.
- c. If, during the service period, you separate from DOE in order to accept employment in another Agency and that Agency agrees to reimburse DOE for the payments that you owe, or if you are separated involuntarily for reasons other than those set out in paragraph 2, you will not be considered indebted to DOE.
- d. If you complete the service period and _____ (*Departmental element*) _____ commits to continue the PCA payments, then either this service agreement must be amended to reflect the new service period and amount of the annual allowance if different, or a new service agreement established. Thus, there will always be an active service agreement with a service obligation associated with the PCA.
- e. If you apply and are selected for a position that is eligible for the PCA in a new Departmental element within DOE, then the Departmental element that has the position must enter into a new service agreement with you if that Departmental element agrees to pay the PCA. DOE's policy is that the gaining Departmental element is not required to assume the payments under this service agreement. However, if the new Departmental element does not agree to pay the PCA and you have not completed the service period specified in this service agreement, you will be required to complete the service period at the new Departmental element as a condition of employment in DOE. Also, your right to placement as a surplus and/or displaced employee under the Career Transition and Assistance Program does not grant you payment by the gaining Departmental element.
- f. If you are reassigned to a position eligible for the PCA in another Departmental element as a management directed action, the gaining Departmental element will assume full responsibility for this agreement. However, if you are reassigned to a position that is not eligible for the PCA as a management directed action for reasons other than those set out in paragraph 4b, the service agreement will be terminated at the time of the reassignment; you will be paid the amount due as a lump sum payment for the remainder of the fiscal year or for 90 days, whichever is greater, by the Departmental element that is a party hereto; and you will not be indebted to DOE.
- g. If it is determined that you are indebted to DOE, you have the right to file a request for a waiver of any indebtedness that you may have to DOE under this service agreement based on a demonstration by you that DOE's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of DOE's debt collection procedures. The request must be filed with the Chief Financial Officer of your current or former Departmental element that was making the payments.

- h. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change increases the maximum amount of PCA allowable per year, and if existing agreements are potentially affected, DOE agrees to renegotiate the amount of PCA and period of service sections of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

5. Certifications

I hereby certify that I have read and understand the terms and conditions of this agreement.

Selected Applicant/Employee Date

Pursuant to OPM regulations, 5 CFR 595.101, I hereby certify that:

In the absence of the PCA contemplated in this agreement, (Departmental element) would encounter difficulty in filling and/or retaining a highly qualified employee in the subject medical officer position, and I have stated my detailed reasons for this conclusion in my written determination that is part of the official file pertaining to this matter.

The source of funding for this agreement is (accounting information: fund-type, B&R, if other than employee's salary accounting information).

Authorizing Management Official Date

Human Resources Official Date

Distribution:

- Original—Official Personnel Folder (OPF)
- Copies—Employee, supervisor, payroll file, etc.

Privacy Act Statement

Part 595 of Title 5 of the Code of Federal Regulations requires the use of a service agreement to support employer payments of the physicians' comparability allowance (PCA). Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of such payments on your behalf. It will not, however, affect your being appointed to a position offered by the Department of Energy. The use of the information involved with this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, and human resource staffs to approve your

eligibility for the PCA, make the payments, and periodically report to the Office of Management and Budget on the use of the PCA authority. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Official Personnel Folder, which is a Category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of the information that you provide, along with a copy of this agreement will be maintained in your payroll file, which is a Category of record included in DOE-13, Payroll and Leave Records. Other copies may be maintained in your Departmental element, such as by your supervisor and finance office, which is appropriate under the OPM/GOVT-1 records system.

PRIMARY DOE ORGANIZATIONS TO WHICH DOE O 322.1B IS APPLICABLE

Office of the Secretary
Departmental Representative to the Defense Nuclear Facilities Safety Board
Energy Information Administration
National Nuclear Security Administration
Chief Information Officer
Officer of Civilian Radioactive Waste Management
Assistant Secretary for Congressional and Intergovernmental Affairs
Office of Counterintelligence
Office of Economic Impact and Diversity
Office of Electric Transmission and Distribution
Office of Energy Assurance
Assistant Secretary for Energy Efficiency and Renewable Energy
Assistant Secretary for Environment, Safety and Health
Assistant Secretary for Environmental Management
Assistant Secretary for Fossil Energy
Office of General Counsel
Office of Hearings and Appeals
Office of Independent Oversight and Performance Assurance
Office of Inspector General
Office of Intelligence
Office of Legacy Management
Office of Management, Budget and Evaluation/Chief Financial Officer
Office of Nuclear Energy, Science and Technology
Assistant Secretary for Policy and International Affairs
Office of Public Affairs
Office of Science
Office of Security
Office of Security and Safety Performance Assurance
Office of the Secretary of Energy Advisory Board
Bonneville Power Administration
Southeastern Power Administration
Southwestern Power Administration
Western Area Power Administration